

DETAILED ACTION

Status

1. This action is in response to the amendment filed on July 22, 2011. Claims 1-31 are pending. No claims are amended. No claims have been added. Claims 32-50 were previously cancelled.

Response to Arguments

2. Applicant's arguments filed July 22, 2011 have been fully considered but they are not persuasive.

3. The applicant argues on page 14 of applicants arguments that the combination of Notani and Brodsky fail to teach "receiving selection of one or more of the predefined meta-model elements and one or more meta-model elements that is newly defined by at least one of the enterprises for negotiation and incorporation into a negotiated meta-model." The examiner respectfully disagrees. As can be seen in the applicants own specification the only support for a new negotiated meta-model is found in paragraph one of page 14. "one or more meta-models that have been used by enterprises 12 for previous transaction and can be modified, for example... to form new negotiated meta-models." Based on the broadest reasonable interpretation of the newly defined meta-model elements is any type of modified meta-model used for collaboration. As can be seen in at least in col. 8, lines 10-21 there is a switch or modification or selection to the meta-model used for negotiation. The use of the word switch or modification is merely

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used to show that the meta-model is modified from one format to another. The applicant states that the examiner misinterprets the claim language. The examiner respectfully disagrees a selection is received of newly defined elements (XML, EDI, and IIOP) that incorporated into a negotiated meta-model (JAVA).

4. In response to applicant's argument on page 18 that there is no teaching, suggestion, or motivation to combine the references, the examiner recognizes that obviousness may be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so found either in the references themselves or in the knowledge generally available to one of ordinary skill in the art. See *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988), *In re Jones*, 958 F.2d 347, 21 USPQ2d 1941 (Fed. Cir. 1992), and *KSR International Co. v. Teleflex, Inc.*, 550 U.S. 398, 82 USPQ2d 1385 (2007). In this case, the examiner has used a KSR rationale specifically (C) the use of a known technique to improve similar devices (methods, or products) in the same way. The examiner has also addressed all the *Graham v. Deere* factual inquiries as can be seen in the Non-Final rejection dated July 9, 2010. The examiner has combined an invention that relates to exchanging instructions and/or data between applications to signal readiness to transfer, exchange, or process data, or to establish at least one or more parameters for transferring data between the applications, and controlling the parameters in order to facilitate data transfer and communication with an invention that contains system and method for managing a collaboration within or between

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enterprises. Both inventions involve data transfer and collaborations within a company.

KSR is used to show that meta-models can be newly defined within a similar system.

Claim Rejections - 35 USC § 103

5. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

6. Claims 1-31 are rejected under 35 U.S.C. 103(a) as being unpatentable over Brodsky et al. (US 20020046294 A1) in view of Notani et al. (US 7039597 B1) in further view of Webber (2000).

7. Referring to Claim 1, Brodsky teaches a storage medium stored therein a set of one or more meta-model elements, each of the one or more meta-model elements is incorporated into a negotiated meta-model that describes an agreement between two or more enterprises as to collaborations between the two or more enterprises, each of the one or more meta-model element comprising data describing a standard for collaboration between the two or more enterprises (§§ 111-131, 141, 146, 168, 90). Brodsky teaches receive an indication that two or more enterprises wish to negotiate a standard for collaborations between the two or more enterprises (§ 2490). Brodsky teaches provide the two or more enterprises access to the set of one or more meta-

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model elements (§ 2503). Brodsky teaches receive selections of one or more of the meta-model elements for negotiation and incorporation into a negotiated meta-model, the negotiated meta-model describing an agreement between the enterprises as to collaborations between the two or more enterprises (§ 78, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches facilitate negotiation of the selected meta-model elements between the two or more enterprises (§ 2490, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches incorporate negotiated meta-model elements into the negotiated meta-model for collaborations between the two or more enterprises (§ 2503, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches communicate the negotiated meta-model to the two or more enterprises for collaborations between the two or more enterprises according to the standard for collaborations in the negotiated meta-model (§ 2503). Brodsky does not specifically teach wherein the meta-models are predefined or newly defined. However, Notani teaches receive selection of one or more of the predefined meta-model elements and one or more meta-model elements is newly defined by at least one of the enterprises (col. 2, line 35 - col. 3, line 20, col. 18, lines 5-53). This known technique is applicable to the system of Brodsky as they both share characteristics and capabilities, namely, they are collaboration software for the negotiation of standards. One of ordinary skill in the art would have recognized that applying the known technique of Notani would have yielded predictable results and resulted in an improved system. It would have been recognized that applying the technique of Notani to the teachings of Brodsky would have yielded predictable results because the level of ordinary skill in the art demonstrated by the references applied shows the ability to incorporate such

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collaboration features into similar systems. Further, applying a predefined meta-model and one or more newly defined meta-model elements to Brodsky would have been recognized by those of ordinary skill in the art as resulting in an improved system that would allow for quicker collaboration in the case of the predefined meta-model elements and allow for the enterprise to submit a new type of meta-model element in the case of a newly defined element. Because technology is rapidly changing the newly defined element allows for a change in the current collaboration that might be required for purposes of speed and accuracy. The feature of "receiving selections of one or more of the predefined meta-model elements and one or more meta-model elements that is newly defined by at least one of the enterprises for negotiation and incorporated into a negotiated meta-model" is further evidenced by Webber pg. 119-123, specifically page 123. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Brodsky and Notani to further include the details related to newly defined meta-model elements. The prior art reference are all related to negotiating collaboration software. Combining Webber with Brodsky and Notani would further expand upon the teachings of a newly defined meta-model element.

8. Referring to Claim 2, Brodsky teaches wherein the meta-model negotiation service is configured to communicate the negotiated meta-model to collaboration software of the enterprises, the collaboration software configured to understand and collaborate according to the negotiated meta-model substantially

automatically and substantially independent of modification to the collaboration software subsequent to negotiation of the meta- model (§ 16, 2496, 17, 90, 146, 84).

9. Referring to Claim 3, Brodsky teaches wherein the agreement associated with the negotiated meta-model is machine-actionable at the collaboration software of the enterprises and reflects a private, differentiated standard for collaboration customized for particular needs of the enterprises (§ 59, 1115, 1290).

10. Referring to Claim 4, Brodsky teaches wherein each of the one or more meta-model elements within the set comprise one or more of the following: role types; dimensions each comprising a supply chain element; dimensionalities each comprising a combination of supply chain elements; access of particular role types to particular dimensionalities; collaborative transaction types relative to particular dimensionalities; shared operations visible to the at least two enterprises; temporal structures of collaborative transactions (§ 36, 2493, 2488, 55, 25, 36, 2493, 23, 107).

11. Referring to Claim 5, Brodsky teaches wherein each of the one or more meta-model elements specifying a collaborative transaction type relative to a particular dimensionality comprises one or more of the following: structure of the transaction; data elements associated with the transaction; a state model describing a life cycle of the transaction; access that a role type has to data elements of the transaction relative to a state of the transaction; actions that a role type can execute on the transaction relative

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to a state of the transaction; whether the transaction is a system of record or whether synchronization must occur with another system of record (§ 248, 2493, 125, 123, 183, 193).

12. Referring to Claim 6, Brodsky teaches wherein the set of the one or more meta-model elements is specified in a template (§ 1344-1363).

13. Referring to claim 7, Brodsky teaches wherein the meta-model negotiation service comprises a joint business planning network service (JBPNs) (§ 2490, 2503)

14. Referring to Claim 8, Brodsky teaches wherein the meta-model negotiation service is associated with a network service provider through which the enterprises can negotiate the set of one or more meta-model elements (§ 2487).

15. Referring to Claim 9, Brodsky teaches wherein the negotiated meta-model is represented using extensible markup language (XML) (§ 18-21, 79).

16. Referring to Claim 10, Brodsky teaches wherein a collaboration comprises execution of a business process or transaction according to the negotiated meta-model (§ 42, 2503, 792).

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17. Referring to Claim 11, Brodsky teaches receive an indication that two or more enterprises wish to negotiate a standard for collaborations between the two or more enterprises (§ 2490, abstract). Brodsky teaches providing the two or more enterprises access to a set of one or more meta-model elements, each of the one or more meta-model elements is incorporated into a negotiated meta-model that describes an agreement between the two or more enterprises as to collaborations between the two or more enterprises, each meta-model element in the set comprising data describing a standard for collaboration between the two or more enterprises (§ 111-131, 146, 168, 141, 90). Brodsky teaches receive selections of one or more of the meta-model elements for negotiation and incorporation into a negotiated meta-model, the negotiated meta-model describing an agreement between the enterprises as to collaborations between the two or more enterprises (§ 78, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches facilitate negotiation of the selected meta-model elements between the two or more enterprises (§ 2490, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches incorporate negotiated meta-model elements into the negotiated meta-model for collaborations between the two or more enterprises (§ 2503, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches communicate the negotiated meta-model to the two or more enterprises for collaborations between the two or more enterprises according to the standard for collaborations in the negotiated meta-model (§ 2503). Brodsky does not specifically teach wherein the meta-models are predefined or newly defined. However, Notani teaches receive selection of one or more of the predefined meta-model elements and one or more meta-model elements is newly defined by at least one of the

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enterprises (col. 2, line 35 - col. 3, line 20, col. 18, lines 5-53). This known technique is applicable to the system of Brodsky as they both share characteristics and capabilities, namely, they are directed to collaboration software for negotiation of standards. One of ordinary skill in the art would have recognized that applying the known technique of Notani would have yielded predictable results and resulted in an improved system. It would have been recognized that applying the technique of Notani to the teachings of Brodsky would have yielded predictable results because the level of ordinary skill in the art demonstrated by the references applied shows the ability to incorporate such collaboration features into similar systems. Further, applying a predefined meta-model and one or more newly defined meta-model elements to Brodsky would have been recognized by those of ordinary skill in the art as resulting in an improved system that would allow for quicker collaboration in the case of the predefined meta-model elements and allow for the enterprise to submit a new type of meta-model element in the case of a newly defined element. Because technology is rapidly changing the newly defined element allows for a change in the current collaboration that might be required for purposes of speed and accuracy. The feature of "receiving selections of one or more of the predefined meta-model elements and one or more meta-model elements that is newly defined by at least one of the enterprises for negotiation and incorporated into a negotiated meta-model" is further evidenced by Webber pg. 119-123, specifically page 123. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Brodsky and Notani to further include the details related to newly defined meta-model elements. The prior art reference are all related to negotiating

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collaboration software. Combining Webber with Brodsky and Notani would further expand upon the teachings of a newly defined meta-model element.

18. Referring to Claim 12, Brodsky teaches communicate the negotiated meta-model to collaboration software of the enterprises, the collaboration software configured to understand and collaborate according to the negotiated meta-model substantially automatically and substantially independent of modification to the collaboration software subsequent to negotiation of the meta-model (¶ 16, 2496, 17, 90, 146, 84).

19. Referring to Claim 13, Brodsky teaches wherein the agreement associated with the negotiated meta-model is machine-actionable at the collaboration software of the enterprises and reflects a private, differentiated standard for collaboration customized for particular needs of the enterprises (¶ 59, 1115, 1290).

20. Referring to Claim 14, Brodsky teaches wherein each of the one or more meta-model elements within the set comprise one or more of the following: role types; dimensions each comprising a supply chain element; dimensionalities each comprising a combination of supply chain elements; access of particular role types to particular dimensionalities; collaborative transaction types relative to particular dimensionalities; shared operations visible to the at least two enterprises; temporal structures of collaborative transactions (¶ 36, 2493, 2488, 55, 25, 36, 2493, 23, 107).

21. Referring to Claim 15, Brodsky teaches wherein each of the one or more meta-model elements specifying a collaborative transaction type relative to a particular dimensionality comprises one or more of the following: structure of the transaction; data elements associated with the transaction; a state model describing a life cycle of the transaction; access that a role type has to data elements of the transaction relative to a state of the transaction; actions that a role type can execute on the transaction relative to a state of the transaction; whether the transaction is a system of record or whether synchronization must occur with another system of record (§§ 248, 2493, 125, 123, 183, 193).

22. Referring to Claim 16, Brodsky teaches wherein the set of the one or more meta-model elements is specified in a template (§§ 1344-1363).

23. Referring to claim 17, Brodsky teaches wherein the meta-model negotiation service comprises a joint business planning network service (JBPNS) (§§ 2490, 2503)

24. Referring to Claim 18, Brodsky teaches wherein the meta-model negotiation service is associated with a network service provider through which the enterprises can negotiate the set of one or more meta-model elements (§§ 2487).

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25. Referring to Claim 19, Brodsky teaches wherein the negotiated meta-model is represented using extensible markup language (XML) (§ 18-21, 79).

26. Referring to Claim 20, Brodsky teaches wherein a collaboration comprises execution of a business process or transaction according to the negotiated meta-model (§ 42, 2503, 792).

27. Referring to Claim 21, Brodsky teaches receive an indication that two or more enterprises wish to negotiate a standard for collaborations between the two or more enterprises (§ 2490, abstract). Brodsky teaches providing the two or more enterprises access to a set of one or more meta-model elements, each of the one or more meta-model elements is incorporated into a negotiated meta-model that describes an agreement between the two or more enterprises as to collaborations between the two or more enterprises, each meta-model element in the set comprising data describing a standard for collaboration between the two or more enterprises (§ 111-131, 146, 168, 141, 90). Brodsky teaches receive selections of one or more of the meta-model elements for negotiation and incorporation into a negotiated meta-model, the negotiated meta-model describing an agreement between the enterprises as to collaborations between the two or more enterprises (§ 78, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches facilitate negotiation of the selected meta-model elements between the two or more enterprises (§ 2490, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches incorporate negotiated meta-model elements into the negotiated meta-model for

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collaborations between the two or more enterprises (§ 2503, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches communicate the negotiated meta-model to the two or more enterprises for collaborations between the two or more enterprises according to the standard for collaborations in the negotiated meta-model (§ 2503). Brodsky does not specifically teach wherein the meta-models are predefined or newly defined. However, Notani teaches receive selection of one or more of the predefined meta-model elements and one or more meta-model elements is newly defined by at least one of the enterprises (col. 2, line 35 - col. 3, line 20, col. 18, lines 5-53). This known technique is applicable to the system of Brodsky as they both share characteristics and capabilities, namely, they are directed to collaboration software for negotiation of standards. One of ordinary skill in the art would have recognized that applying the known technique of Notani would have yielded predictable results and resulted in an improved system. It would have been recognized that applying the technique of Notani to the teachings of Brodsky would have yielded predictable results because the level of ordinary skill in the art demonstrated by the references applied shows the ability to incorporate such collaboration features into similar systems. Further, applying a predefined meta-model and one or more newly defined meta-model elements to Brodsky would have been recognized by those of ordinary skill in the art as resulting in an improved system that would allow for quicker collaboration in the case of the predefined meta-model elements and allow for the enterprise to submit a new type of meta-model element in the case of a newly defined element. Because technology is rapidly changing the newly defined element allows for a change in the current collaboration that might be required for

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purposes of speed and accuracy. The feature of “receiving selections of one or more of the predefined meta-model elements and one or more meta-model elements that is newly defined by at least one of the enterprises for negotiation and incorporated into a negotiated meta-model” is further evidenced by Webber pg. 119-123, specifically page 123. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Brodsky and Notani to further include the details related to newly defined meta-model elements. The prior art reference are all related to negotiating collaboration software. Combining Webber with Brodsky and Notani would further expand upon the teachings of a newly defined meta-model element.

28. Referring to Claim 22, Brodsky teaches communicate the negotiated meta-model to collaboration software of the enterprises, the collaboration software configured to understand and collaborate according to the negotiated meta-model substantially automatically and substantially independent of modification to the collaboration software subsequent to negotiation of the meta- model (§ 16, 2496, 17, 90, 146, 84).

29. Referring to Claim 23, Brodsky teaches wherein the agreement associated with the negotiated meta-model is machine-actionable at the collaboration software of the enterprises and reflects a private, differentiated standard for collaboration customized for particular needs of the enterprises (§ 59, 1115, 1290).

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30. Referring to Claim 24, Brodsky teaches wherein each of the one or more meta-model elements within the set comprise one or more of the following: role types; dimensions each comprising a supply chain element; dimensionalities each comprising a combination of supply chain elements; access of particular role types to particular dimensionalities; collaborative transaction types relative to particular dimensionalities; shared operations visible to the at least two enterprises; temporal structures of collaborative transactions (§ 36, 2493, 2488, 55, 25, 36, 2493, 23, 107).

31. Referring to Claim 25, Brodsky teaches wherein each of the one or more meta-model elements specifying a collaborative transaction type relative to a particular dimensionality comprises one or more of the following: structure of the transaction; data elements associated with the transaction; a state model describing a life cycle of the transaction; access that a role type has to data elements of the transaction relative to a state of the transaction; actions that a role type can execute on the transaction relative to a state of the transaction; whether the transaction is a system of record or whether synchronization must occur with another system of record (§ 248, 2493, 125, 123, 183, 193).

32. Referring to Claim 26, Brodsky teaches wherein the set of the one or more meta-model elements is specified in a template (§ 1344-1363).

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33. Referring to claim 27, Brodsky teaches wherein the meta-model negotiation service comprises a joint business planning network service (JBPNS) (§ 2490, 2503)

34. Referring to Claim 28, Brodsky teaches wherein the meta-model negotiation service is associated with a network service provider through which the enterprises can negotiate the set of one or more meta-model elements (§ 2487).

35. Referring to Claim 29, Brodsky teaches wherein the negotiated meta-model is represented using extensible markup language (XML) (§ 18-21, 79).

36. Referring to Claim 30, Brodsky teaches wherein a collaboration comprises execution of a business process or transaction according to the negotiated meta-model (§ 42, 2503, 792).

37. Referring to Claim 31, Brodsky teaches receive an indication that two or more enterprises wish to negotiate a standard for collaborations between the two or more enterprises (§ 2490, abstract). Brodsky teaches providing the two or more enterprises access to a set of one or more meta-model elements, each of the one or more meta-model elements is incorporated into a negotiated meta-model that describes an agreement between the two or more enterprises as to collaborations between the two or more enterprises, each meta-model element in the set comprising data describing a

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standard for collaboration between the two or more enterprises (§§ 111-131, 146, 168, 141, 90). Brodsky teaches receive selections of one or more of the meta-model elements for negotiation and incorporation into a negotiated meta-model, the negotiated meta-model describing an agreement between the enterprises as to collaborations between the two or more enterprises (§§ 78, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches facilitate negotiation of the selected meta-model elements between the two or more enterprises (§§ 2490, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches incorporate negotiated meta-model elements into the negotiated meta-model for collaborations between the two or more enterprises (§§ 2503, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches communicate the negotiated meta-model to the two or more enterprises for collaborations between the two or more enterprises according to the standard for collaborations in the negotiated meta-model (§§ 2503). Brodsky does not specifically teach wherein the meta-models are predefined or newly defined. However, Notani teaches receive selection of one or more of the predefined meta-model elements and one or more meta-model elements is newly defined by at least one of the enterprises (col. 2, line 35 - col. 3, line 20, col. 18, lines 5-53). This known technique is applicable to the system of Brodsky as they both share characteristics and capabilities, namely, they are directed to collaboration software for negotiation of standards. One of ordinary skill in the art would have recognized that applying the known technique of Notani would have yielded predictable results and resulted in an improved system. It would have been recognized that applying the technique of Notani to the teachings of Brodsky would have yielded predictable results because the level of ordinary skill in the

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art demonstrated by the references applied shows the ability to incorporate such collaboration features into similar systems. Further, applying a predefined meta-model and one or more newly defined meta-model elements to Brodsky would have been recognized by those of ordinary skill in the art as resulting in an improved system that would allow for quicker collaboration in the case of the predefined meta-model elements and allow for the enterprise to submit a new type of meta-model element in the case of a newly defined element. Because technology is rapidly changing the newly defined element allows for a change in the current collaboration that might be required for purposes of speed and accuracy. The feature of "receiving selections of one or more of the predefined meta-model elements and one or more meta-model elements that is newly defined by at least one of the enterprises for negotiation and incorporated into a negotiated meta-model" is further evidenced by Webber pg. 119-123, specifically page 123. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Brodsky and Notani to further include the details related to newly defined meta-model elements. The prior art reference are all related to negotiating collaboration software. Combining Webber with Brodsky and Notani would further expand upon the teachings of a newly defined meta-model element.

Conclusion

38. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to JAMIE SWARTZ whose telephone number is (571)272-7363. The examiner can normally be reached on 8:00am-4:30pm Monday-Friday.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Jason Dunham can be reached on (571)272-8109. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

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